

**COMBINED DECLARATION AND POWER OF ATTORNEY  
FOR PATENT APPLICATION**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and sole inventor of the subject matter (an original, first and joint inventor) which is claimed and for which a utility patent is sought on the invention entitled:

**PALM PAD SYSTEM**

the specification of which:

was filed on December 29, 1999, as United States non-Provisional Application No. 09/474,545 bearing attorney docket no. 17853-030.

is attached hereto.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, §119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT International application designating at least one country other than the United States listed below and have also identified below any foreign application for patent or inventor's certificate or PCT International application having a filing date before that of the application on which priority is claimed.

			Priority Claimed
(Number)	(Country - if PCT, so indicate)	(dd/mm/yy Filed)	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
(Number)	(Country - if PCT, so indicate)	(dd/mm/yy Filed)	<input type="checkbox"/> Yes <input type="checkbox"/> No

I hereby claim the benefit under Title 35, United States Code, § 119(e) or §120 of any United States application(s), or §365(c) of any PCT International application(s) designating the United States of America listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application:

<u>60/114,521</u> (Application No.)	<u>12/31/98</u> (Filing Date)	<u>Pending</u> (Status: Patented, Pending, Abandoned)
<u>60/135,894</u> (Application No.)	<u>05/26/99</u> (Filing Date)	<u>Pending</u> (Status: Patented, Pending, Abandoned)

PCT International Applications designative the United States:

(PCT App No.)	(US Serial No.)	(PCT Filing Date)	(Status)
---------------	-----------------	-------------------	----------

I hereby appoint the following attorneys and/or agents to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

David B. Bernstein, Registration No. 32,112  
David F. Crosby, Registration No. 36,400  
Brett N. Dorny, Registration No. 35,860  
Ivor R. Elrifi, Registration No. 39,529  
John A. Harre, Registration No. 37,345  
A. Jason Mirabito, Registration No. 28,161  
Michel Morency, Limited Recognition  
John T. Prince, Registration No. 43,091  
Thomas M. Sullivan, Registration No. 39,392  
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William A. Marino, Registration No. 44,219  
Leslie Meyer-Leon, Registration No. 37,381  
Carol H. Peters, Registration No. 45,010  
Kristin Konzak, Registration No. 44,848  
Shelby Walker, Registration No. 45,192  
Martin M. Zoltick, Registration No. 35,745  
Brian Rosenbloom, Registration No. 41,276  
James Cullem, Registration No. 43,569  
David E. Johnson, Registration No. 41,874  
Cynthia Kozakiewicz, Registration No. 42,764

Address all telephone calls to Robert V. Klauzinski at telephone number 617/348-4873. Address all correspondence to:

Robert V. Klauzinski  
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
One Financial Center  
Boston, Massachusetts 02111

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or patent issued thereon.

Joseph Arruda

Inventor's Signature

Full Name of Inventor: Joseph Arruda

Citizenship: U.S.A.

Residence: 32 Bryant's Way, Swansea, MA 02777

Post Office Address:



Inventor's Signature

Full Name of Inventor: Gregor Mittersinker

Citizenship: U.S.A.

Residence: 132 Spring Green Road, Warwick, RI 02888

Post Office Address:

March 18, 2000

Date

18 MAR 30 2000

Date

Inventor's Signature

Date

Full Name of Inventor: Robert Southworth

Citizenship: U.S.A.

Residence: 4 Short Street, Mansfield, MA 02048

Post Office Address:

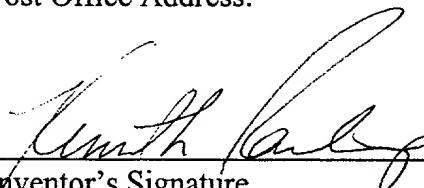
Inventor's Signature

Full Name of Inventor: A. Jason Mirabito

Citizenship: U.S.A.

Residence: 34 Lafayette Road, Hull, MA 02045

Post Office Address:



Inventor's Signature

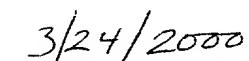
Full Name of Inventor: Kenneth Rawlings

Citizenship: U.S.A.

Residence: 3 Orchard Place, Douglas, MA 01516

Post Office Address:

Date



Date

TRADOCs:1305508.1(RZC401!.DOC)

2025 RELEASE UNDER E.O. 14176

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Priority  
Claimed

(Number)	(Country - if PCT, so indicate)	(dd/mm/yy Filed)	<input type="checkbox"/>	<input type="checkbox"/>
			Yes	No
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<u>(PCT App No.)</u>	<u>(US Serial No.)</u>	<u>(PCT Filing Date)</u>	<u>(Status)</u>
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John A. Harre, Registration No. 37,345  
A. Jason Mirabito, Registration No. 28,161  
Michel Morency, Limited Recognition  
John T. Prince, Registration No. 43,091  
Thomas M. Sullivan, Registration No. 39,392  
David F. Crosby, Registration No. 36,400  
Howard Susser, Registration No. 33,556  
William A. Marino, Registration No. 44,219  
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Martin M. Zoltick, Registration No. 35,745  
Brian Rosenbloom, Registration No. 41,276  
James Cullem, Registration No. 43,569  
David E. Johnson, Registration No. 41,874  
Cynthia Kozakiewicz, Registration No. 42,764

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Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
One Financial Center  
Boston, Massachusetts 02111

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---

Inventor's Signature

Date

Full Name of Inventor: Joseph Annuda

Citizenship: U.S.A.

Residence: 32 Bryant's Way, Swansea, MA 02777

Post Office Address:

---

Inventor's Signature

Date

Full Name of Inventor: Gregor Mittersinker

Citizenship: U.S.A.

Residence: 132 Spring Green Road, Warwick, RI 02888

Post Office Address:

Robert O. Southworth

4/24/00

---

Inventor's Signature

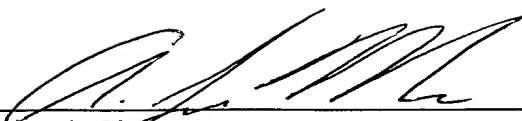
Date

Full Name of Inventor: Robert Southworth

Citizenship: U.S.A.

Residence: 4 Short Street, Mansfield, MA 02048

Post Office Address:



Inventor's Signature

Full Name of Inventor: A. Jason Mirabito

Citizenship: U.S.A.

Residence: 34 Lafayette Road, Hull, MA 02045

Post Office Address:



Date

Inventor's Signature

Full Name of Inventor: Kenneth Rawlings

Citizenship: U.S.A.

Residence: 3 Orchard Place, Douglas, MA 01516

Post Office Address:

Date

TRADOCs:1305508.1(RZC401!.DOC)

2025 RELEASE UNDER E.O. 14176

## ASSIGNMENT

We, Joseph Arruda, Swansea, MA, Gregor Mittersinker, Warwick, RI, Robert Southworth, Mansfield, MA, A. Jason Mirabito, Hull, MA and Kenneth Rawlings, Douglas, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to A.T.X. International, Inc., a Rhode Island corporation, with offices at One Albion Road, Suite 200, Lincoln, Rhode Island 02864 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

### PALMPAD SYSTEM

filed with the U.S. Patent and Trademark Office on December 29, 1999 and assigned Serial No. 09/474,545, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: April 26, 2000

Joseph Arruda 4/26/00  
Signature of: Joseph Arruda

State of Massachusetts  
County of Bristol

Subscribed and sworn to before me this 26 day of April, 2000.

Sherry M. Bennett  
Notary Public

My commission expires June 23, 2006.

Date:

Signature of: Gregor Mittersinker

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

**Signature of:** Robert Southworth

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

**Signature of:** A. Jason Mirabito

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date: \_\_\_\_\_

**Signature of:** Kenneth Rawlings

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

My commission expires \_\_\_\_\_

TRADOCs:1315698.1(S77601!.DOC)

## ASSIGNMENT

We, Joseph Arruda, Swansea, MA, Gregor Mittersinker, Warwick, RI, Robert Southworth, Mansfield, MA, A. Jason Mirabito, Hull, MA and Kenneth Rawlings, Douglas, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to A.T.X. International, Inc., a Rhode Island corporation, with offices at One Albion Road, Suite 200, Lincoln, Rhode Island 02864 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

### PALMPAD SYSTEM

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Date:

Signature of: Joseph Arruda

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Signature of Gregor Mittersinker

Date: April 11, 2000

State of Rhode Island

Country of Providence

Subscribed and sworn to before me this 11th day of April, 2000.

Linda A. Caffrey  
\_\_\_\_\_  
Notary Public

My commission expires 11/24/01.

Date: \_\_\_\_\_

**Signature of:** Robert Southworth

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date: \_\_\_\_\_

**Signature of:** A. Jason Mirabito

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Notary Public  
State of \_\_\_\_\_  
Country of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

Date:

**Signature of:** Kenneth Rawlings

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

---

### Notary Public

My commission expires \_\_\_\_\_

TRADOC5:1315698.1(S77601!.DOC)

## ASSIGNMENT

We, Joseph Arruda, Swansea, MA, Gregor Mittersinker, Warwick, RI, Robert Southworth, Mansfield, MA, A. Jason Mirabito, Hull, MA and Kenneth Rawlings, Douglas, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to A.T.X. International, Inc., a Rhode Island corporation, with offices at One Albion Road, Suite 200, Lincoln, Rhode Island 02864 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

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Date:

**Signature of:** Joseph Arruda

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

**Signature of:** Gregor Mittersinker

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date:

Robert O. Southworth

Signature of: Robert Southworth

State of MASS

Country of BRISTOL

Subscribed and sworn to before me this 14 day of APRIL, 2000.

Aileen J. Carter

Notary Public

My commission expires Feb. 4, 2005.

Date:

Signature of: A. Jason Mirabito

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date: \_\_\_\_\_

**Signature of:** Kenneth Rawlings

State of \_\_\_\_\_

Country of \_\_\_\_\_

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\_\_\_\_\_  
**Notary Public**

My commission expires \_\_\_\_\_

TRADOCs:1315698.1(S77601!.DOC)

## ASSIGNMENT

We, Joseph Arruda, Swansea, MA, Gregor Mittersinker, Warwick, RI, Robert Southworth, Mansfield, MA, A. Jason Mirabito, Hull, MA and Kenneth Rawlings, Douglas, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to A.T.X. International, Inc., a Rhode Island corporation, with offices at One Albion Road, Suite 200, Lincoln, Rhode Island 02864 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

### PALMPAD SYSTEM

filed with the U.S. Patent and Trademark Office on December 29, 1999 and assigned Serial No. 09/474,545, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: \_\_\_\_\_

**Signature of:** Joseph Arruda

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date: \_\_\_\_\_

**Signature of:** Gregor Mittersinker

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date: \_\_\_\_\_

Signature of: Robert Southworth

State of \_\_\_\_\_

Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Date: MAY 8, 2000

\_\_\_\_\_  
Signature of: A Jason Mirabito

State of Massachusetts

Country of Suffolk

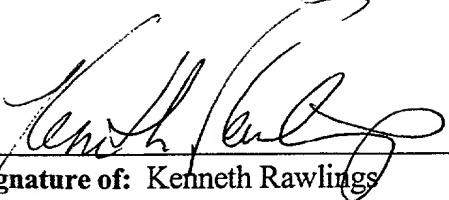
Subscribed and sworn to before me this 8<sup>th</sup> day of May, 2000.

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES NOVEMBER 10, 2000

My commission expires \_\_\_\_\_.

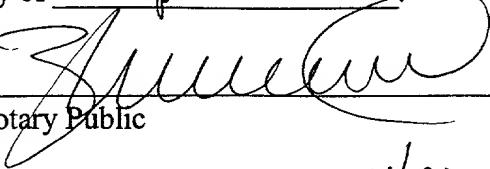
Date: 4/24/2000

  
Signature of: Kenneth Rawlings

State of MASSACHUSETTS

Country of U.S.A.

Subscribed and sworn to before me this 24<sup>th</sup> day of April 2000

  
Notary Public

My commission expires 4/02

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